

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Duty Free Americas, Inc.

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-State MD  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

## 3. Nature of conveyance:

- ☐ Assignment      ☐ Merger  
☒ Security Agreement      ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 11/6/03

## 2. Name and address of receiving party(ies)

Name: Wells Fargo Retail Finance, LLC

Internal

Address: \_\_\_\_\_

Street Address: One Boston Place - 18th Floor

City: Boston State: MA Zip: 02108

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/327,021  
 76/454,102

B. Trademark Registration No.(s) \_\_\_\_\_

Additional number(s) attached ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christopher E. Kondracki

Internal Address: \_\_\_\_\_

Street Address: 2001 Jefferson Davis, Hwy.  
 Suite 505

City: Arlington State: VA Zip: 22202

## 6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

19-3545

DO NOT USE THIS SPACE

## 9. Signature.

Christopher E. Kondracki  
 Name of Person Signing

  
 Signature
12/3/03  
Date

Total number of pages including cover sheet, attachments, and document: 22

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

**Conveying Party(ies)**

<b>Name</b>	<b>State of Incorporation</b>
AMMEX Tax & Duty Free Shops, Inc.	Delaware corporation
AMMEX Tax & Duty Free Shops West, Inc.	Maryland corporation
AMMEX Warehouse Company, Inc.	Maine corporation
Boston Duty Free, Inc.	Florida corporation
Duty Free Americas (Baltimore-Washington), Inc.	Maryland corporation
Duty Free Americas (Virginia), Inc.	Virginia corporation
International Duty Free Stores Company	Texas corporation
UETA, Inc.	Delaware corporation
UETA of Arizona, Inc.	Arizona corporation
UETA of California, Inc.	California corporation
UETA Continental, LLC	Texas limited liability company
UETA of Delaware, Inc.	Delaware corporation
UETA of Texas, Inc.	Delaware corporation
World Duty Free Airports, Inc.	Maryland corporation
World Duty Free Airports (Midwest), Inc.	Delaware corporation

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**TRADEMARK SECURITY AGREEMENT**

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November 6, 2003

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made between **WELLS FARGO RETAIL FINANCE, LLC**, a Delaware limited liability company with offices at One Boston Place - 18th Floor, Boston, Massachusetts 02108, as collateral agent (in such capacity, the "**Collateral Agent**") for the ratable benefit of the Lenders party to that certain Loan and Security Agreement dated as of today's date (as amended, modified or supplemented from time to time, the "**Loan Agreement**") between and among the Lenders, the Collateral Agent and **DUTY FREE AMERICAS, INC.** a Maryland corporation with its principal executive offices at 6100 Hollywood Boulevard, Suite 209, Hollywood, Florida 33024, as agent (in such capacity, the "**Lead Borrower**") for the entities listed on **Schedule 1** annexed hereto (individually, a "**Borrower**" and collectively, the "**Borrowers**"), the Borrowers and certain other parties thereto. Terms used herein which are defined in the Loan Agreement are used as so defined.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, the Borrowers hereby create a security interest in favor of the Collateral Agent, with power of sale in and to the following and all proceeds thereof (collectively, the "**TM Collateral**"):
  - a. All of the Borrowers' now owned or existing or hereafter acquired or arising trademarks, and service marks, including all related common law rights, U.S. federal registrations and renewals thereof and pending applications, including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected therewith and symbolized thereby (collectively, the "**Marks**");
  - b. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;
  - c. The right to sue for past, present and future infringements and dilutions of any of the foregoing; and

- d. All of Borrowers' rights corresponding to any of the foregoing throughout the world.

2. **PROTECTION OF MARKS BY BORROWERS:** The Borrowers shall undertake the following with respect to each of the Marks:

- a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing thereof; provided, however, that should the Borrowers determine that a trademark or service mark forming part of the Marks is no longer desirable or useful in the conduct of business of the Borrowers, or otherwise determine that the Borrowers are unable, pursuant to applicable law, to maintain such trademark or service mark, the Borrowers may except such trademark or service mark from the obligations hereunder and remove same from the Marks covered hereby by providing written notice thereof to the Collateral Agent;
- b. At the Borrowers' sole cost, expense, and risk, pursue the prompt, diligent, processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts, except as reasonably determined by the Borrowers in the event of any final refusals, oppositions or other third party conflicts with respect thereto occurring in the prosecution thereof; and
- c. At the Borrowers' sole cost, expense, and risk, take any and all reasonable action to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

3. **BORROWERS' REPRESENTATIONS AND WARRANTIES:** The Borrowers represent and warrant that:

- a. **EXHIBIT A** includes all of the registered trademarks, federal trademark applications, registered service marks and federal service mark applications now owned by the Borrowers;
- b. All TM Collateral is and shall remain, free and clear of all liens, Encumbrances, or security interests in favor of any Person other than the Collateral Agent, other than Permitted Encumbrances; and
- c. The Lead Borrower shall give the Collateral Agent written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:
  - i. Any Borrower obtains rights to, and files applications for registration in the United States of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than a Borrower's

right to sell products containing the trademarks of others in the ordinary course of such Borrower's business);

- ii. Any Borrower becomes entitled to the benefit of any United States registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than a Borrower's right to sell products containing the trademarks of others in the ordinary course of such Borrower's business); or
- iii. Any Borrower enters into any new trademark license agreement or service mark license agreement.

4. **AGREEMENT APPLIES TO FUTURE MARKS:**

- a. The provisions of this Agreement shall automatically apply to any such additional property or rights described in 3(c), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this Agreement.
- b. The Borrowers hereby authorize the Collateral Agent to take all such action to protect the Collateral Agent's interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

5. **BORROWERS' RIGHTS TO ENFORCE MARKS:** Prior to the giving of notice to the Lead Borrower following the occurrence of an Event of Default as provided in the Loan Agreement, the Borrowers shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Borrowers to protect the Marks against infringement by third parties; provided, however, that

- a. The Lead Borrower must first provide the Collateral Agent with written notice of the Borrowers' intention to so sue for enforcement of any Mark; and
- b. Any money damages awarded or received by any Borrower on account of such suit (or the threat of such suit) shall constitute TM Collateral.

Following the occurrence of any Event of Default, the Collateral Agent, by notice to the Lead Borrower, may terminate or limit the Borrowers' rights under this Section 5, after which the Collateral Agent shall be responsible for enforcing the Borrower's rights in and to the TM Collateral until such default has been cured.

6. **COLLATERAL AGENT'S ACTIONS TO PROTECT MARKS:** In the event that (i) the Borrowers fail, within five (5) days of written notice to the Lead Borrower from the Collateral Agent, to cure any failure by the Borrowers to perform any of the Borrowers' obligations set forth in this Agreement and/or (ii) an Event of Default shall occur, the Collateral Agent, acting in its own name or in that of the Borrowers, may (but shall not be required to) act in the Borrowers' place and stead and/or in the Collateral Agent's own right in connection therewith. The Collateral Agent shall exercise reasonable care in its custody, retention and other actions with respect to the TM Collateral, at least equal to the care that the Collateral Agent exercises with respect to its own property.
7. **RIGHTS UPON DEFAULT:** Upon the occurrence of an Event of Default, the Collateral Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in New York, with respect to the Marks, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and that the Collateral Agent is authorized to exercise such rights and remedies.
8. **COLLATERAL AGENT AS ATTORNEY IN FACT:**
- a. The Borrowers hereby irrevocably constitute and designate the Collateral Agent as and for the Borrowers' attorney in fact, and authorize the Collateral Agent to take any or all of the following upon the occurrence and during the continuance of any Event of Default:
    - i. Exercise any of the rights and powers allotted the Collateral Agent under this Agreement including, without limitation, those referenced in Sections 2 and 4(b); and
    - ii. Execute all such instruments, documents, and papers as the Collateral Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.
  - b. The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated in accordance with Section 14.
  - c. The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 8(a) herein, but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Borrowers for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial

proceeding (in which proceeding the Collateral Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act constitutes gross negligence or actual bad faith.

**9. COLLATERAL AGENT'S RIGHTS:**

- a. Any use by the Collateral Agent of the Marks, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with the Borrowers' rights thereunder and with respect thereto and without any liability for royalties or other related charges.
- b. None of this Agreement, the Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Collateral Agent any rights in and to the Marks, which rights are effective except following the occurrence of any Event of Default.

**10. INTENT:** It is intended that this Agreement supplement the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Loan Agreement with respect to all other Collateral.

**11. COUNTERPARTS:** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

**12. NEW YORK LAW.** THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE, SHALL BE GOVERNED BY THE INTERNAL LAW OF THE STATE OF NEW YORK.

**13. CONSENT TO JURISDICTION.**

- a. Each party hereto agrees that any legal action, proceeding, case, or controversy against any Borrower with respect to any Loan Document may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, as the Collateral Agent may elect in the Collateral Agent's sole discretion. By execution and delivery of this Agreement, each party, for itself and in respect of its property, accepts, submits, and consents generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts.

- b. Each party **WAIVES** personal service of any and all process upon it, and irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by certified mail, postage prepaid in the case of the Borrowers, to the Lead Borrower at the Lead Borrower's address and in the case of the Collateral Agent at the Collateral's Agent's address in each case as specified in the first paragraph of this Agreement or such other address as the parties may indicate by written notice thereof to its counterparty, such service to become effective five (5) Business Days after such mailing.
- c. Each Borrower **WAIVES** any objection based on *forum non conveniens* and any objection to venue of any action or proceeding instituted under any of the Loan Documents.

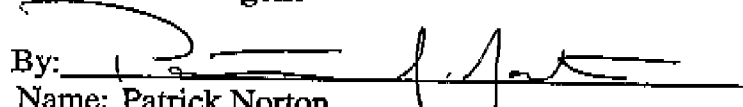
**TERMINATION.** This Agreement and the security interest created hereby shall terminate immediately and without further action when the Termination Date shall occur and Collateral is released as provided in Section 12.02 of the Loan Agreement. At such time promptly upon request by the Borrowers the Collateral Agent shall execute and deliver to the Lead Borrower all deeds, termination statements and/or other instruments as necessary to evidence and record in the U.S.P.T.O. and elsewhere the termination of the security interest created hereby.

**[Signature Pages Follow]**



IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed as of the day and year first above written.

**WELLS FARGO RETAIL FINANCE, LLC,**  
**as Collateral Agent**

By:   
Name: Patrick Norton  
Title: Senior Vice President

**DUTY FREE AMERICAS, INC.,**  
**as Lead Borrower**

By: \_\_\_\_\_  
Name: Simon Falic  
Title: President

**AMMEX TAX & DUTY FREE SHOPS, INC.**

By: \_\_\_\_\_  
Name: Simon Falic  
Title: President

**AMMEX TAX & DUTY FREE SHOPS WEST,**  
**INC.**

By: \_\_\_\_\_  
Name: Simon Falic  
Title: President

**AMMEX WAREHOUSE COMPANY, INC.**

By: \_\_\_\_\_  
Name: Simon Falic  
Title: President

**BOSTON DUTY FREE, INC.**

By: \_\_\_\_\_  
Name: Simon Falic  
Title: President

**DUTY FREE AMERICAS (BALTIMORE-  
WASHINGTON), INC.**

By: \_\_\_\_\_  
Name: Simon Falic  
Title: President

**DUTY FREE AMERICAS (VIRGINIA), INC.**

By: \_\_\_\_\_  
Name: Simon Falic  
Title: President

**INTERNATIONAL DUTY FREE STORES  
COMPANY**

By: \_\_\_\_\_  
Name: Simon Falic  
Title: President

**UETA, INC.**

By: \_\_\_\_\_  
Name: Simon Falic  
Title: President

**UETA OF ARIZONA, INC.**

By: \_\_\_\_\_  
Name: Simon Falic  
Title: President

**UETA OF CALIFORNIA, INC.**

By: \_\_\_\_\_  
Name: Simon Falic  
Title: President

**UETA OF DELAWARE, INC.**

By: \_\_\_\_\_  
Name: Simon Falic  
Title: President

**UETA OF TEXAS, INC.**

By: \_\_\_\_\_  
Name: Simon Falic  
Title: President

**UETA CONTINENTAL, LLC**

By: \_\_\_\_\_  
Name: Simon Falic  
Title: Manager

**WORLD DUTY FREE AIRPORTS, INC.**

By: \_\_\_\_\_  
Name: Simon Falic  
Title: President

**WORLD DUTY FREE AIRPORTS (MIDWEST),  
INC.**

By: \_\_\_\_\_  
Name: Simon Falic  
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed as of the day and year first above written.

**WELLS FARGO RETAIL FINANCE, LLC,**  
**as Collateral Agent**

By: \_\_\_\_\_  
Name: Patrick Norton  
Title: Senior Vice President

**DUTY FREE-AMERICAS, INC.,**  
**as Lead Borrower**

By: \_\_\_\_\_  
Name: Simon Falic  
Title: President

**AMMEX TAX & DUTY FREE SHOPS, INC.**

By: \_\_\_\_\_  
Name: Simon Falic  
Title: President

**AMMEX TAX & DUTY FREE SHOPS WEST, INC.**

By: \_\_\_\_\_  
Name: Simon Falic  
Title: President

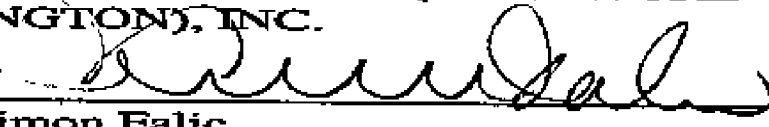
**AMMEX WAREHOUSE COMPANY, INC.**

By: \_\_\_\_\_  
Name: Simon Falic  
Title: President

**BOSTON DUTY FREE, INC.**

By:   
Name: Simon Falic  
Title: President

**DUTY FREE AMERICAS (BALTIMORE-  
WASHINGTON), INC.**

By:   
Name: Simon Falic  
Title: President

**DUTY FREE AMERICAS (VIRGINIA), INC.**

By:   
Name: Simon Falic  
Title: President

**INTERNATIONAL DUTY FREE STORES  
COMPANY**

By:   
Name: Simon Falic  
Title: President

**UETA, INC.**

By:   
Name: Simon Falic  
Title: President

**UETA OF ARIZONA, INC.**

By:   
Name: Simon Falic  
Title: President

## UETA OF CALIFORNIA, INC.

By: 

Name: Simon Falic

Title: President

## UETA OF DELAWARE, INC.

By: 

Name: Simon Falic

Title: President

## UETA OF TEXAS, INC.

By: 

Name: Simon Falic

Title: President

## UETA CONTINENTAL, LLC

By: 

Name: Simon Falic

Title: Manager

## WORLD DUTY FREE AIRPORTS, INC.

By: 

Name: Simon Falic

Title: President

WORLD DUTY FREE AIRPORTS (MIDWEST),  
INC.By: 

Name: Simon Falic

Title: President

**EXHIBIT A**

Borrowers' now owned registered service marks and federal service mark applications, registered trademarks, and Federal trade mark applications:

**Duty Free Americas, Inc.**

Trademark Report by Mark

1

Page

COUNTRY	REFERENCE#	FILED	APPL#	REG.DT.	REG#	Page
ATUS	CLASSES					ST
<u>Next Action Due</u>						
<b>DUTY FREE AMERICAS</b>						
ARGENTINA	52505.010100.1	5/2/02	2,373,850			PE
NDING	35					
	11/2/03	STATUS CHECK				
35 - Retail Store Services Featuring Duty-Free Goods						
ARUBA	52505.010100.2	5/31/02	IM-02053126	3/31/02	21942	
REGISTERED	35					
	11/30/03	STATUS CHECK				
35 - Retail Store Services Featuring Duty-Free Goods						
BAHAMAS	52505.010100.3	5/31/02	24,981			PE
NDING	35					
	11/30/03	STATUS CHECK				
35 - Filed in: "All goods included in class 39"						
BELIZE	52505.010100.5	1/9/03	n/a	4/22/03	1360.03	R
EGISTERED	35					
	1/9/13	RENEWAL				
35 - Retail Store Services Featuring Duty-Free Goods						
BOLIVIA	52505.010100.4	4/29/02				
200201388	PENDING		35			
	6/10/04	STATUS CHECK				
35 - Retail Store Services Featuring Duty-Free Goods						
BRAZIL	52505.010100.6		n/a			PE
NDING	35					
	09/01/03	STATUS CHECK				
35 - Retail Store Services Featuring Duty-Free Goods						

BRITISH VIRGIN ISLANDS 52505.010100.27 n/a  
PENDING U.K. REGISTRATION

35

35 - Retail Store Services Featuring Duty-Free Goods

CANADA 52505.010100.7 4/23/02 1138521 PE  
PENDING 35  
11/28/03 STATUS CHECK

35 - Retail Store Services Featuring Duty-Free Goods

CAYMAN ISLANDS 52505.010100.28 n/a  
PENDING U.K. REGISTRATION

35

35 - Retail Store Services Featuring Duty-Free Goods

CHILE 52505.010100.8 5/23/02 568595 PE  
PENDING 35  
08/27/03 STATUS

35 - Retail Store Services Featuring Duty-Free Goods

COLOMBIA 52505.010100.9 6/12/02 02.050.156 PE  
PENDING 35  
4/22/04 STATUS CHECK

35 - Retail Store Services Featuring Duty-Free Goods

COSTA RICA 52505.010100.10 5/17/02 2002-3418  
PENDING 35  
5/15/04 STATUS CHECK

35 - Retail Store Services Featuring Duty-Free Goods

DOMINICAN REPUBLIC 52505.010100.11  
5/7/02 n/a PENDING 35  
11/7/03 STATUS CHECK

35 - Retail Store Services Featuring Duty-Free Goods



## Trademark Report by Mark

2

Page

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	ST
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ATUS	CLASSES					
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Next Action Due

DUTY FREE AMERICAS continued . . .

ECUADOR	52505.010100.12	4/25/02	123306			PE
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PENDING 35

6/30/04 STATUS CHECK

35 - Retail Store Services Featuring Duty-Free Goods

EL SALVADOR	52505.010100.13	4/23/02	012002024524			
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PENDING 35

10/23/03 STATUS CHECK

35 - Retail Store Services Featuring Duty-Free Goods

EUROPEAN UNION	52505.010100.25	1/29/03	003027737			
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PENDING 35

7/29/04 STATUS CHECK

35 - Retail Store Services Featuring Duty-Free Goods

GUATEMALA	52505.010100.14	5/8/02	3077	3/4/03	122,559	R
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REGISTERED 35

3/4/08 PROOF OF USE

35 - Retail Store Services Featuring Duty-Free Goods

HAITI	52505.010100.15	5/17/02	n/a			PE
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PENDING 35

2/13/05 STATUS CHECK

35 - Retail Store Services Featuring Duty-Free Goods.

HONDURAS	52505.010100.16	4/23/02	5891/2002			PE
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PENDING 35

8/5/03 LAST DAY FOR PUBLICATION

35 - Retail Store Services Featuring Duty-Free Goods

JAMAICA	52505.010100.17	7/9/02	42677			
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PENDING 35

11/30/03 STATUS CHECK

35 - Retail Store Services Featuring Duty-Free Goods

MARTINIQUE	52505.010100.32					
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PENDING COMMUNITY

TRADEMARK REGISTRATION

35

35 - Retail Store Services Featuring Duty-Free Goods

MEXICO 52505.010100.18 10/2/02 568890 PE  
NDING 35  
6/30/04 STATUS CHECK

35 - Retail Store Services Featuring Duty-Free Goods

NETHERLANDS ANTILLES 52505.010100.29 n/a  
PENDING 35  
4/8/04 FILING CONFIRMATION

35 - Retail Store Services Featuring Duty-Free Goods

NICARAGUA 52505.010100.19 4/25/02 2002/01009 9/2/02 55603 LM  
REGISTERED 35  
9/1/05 PROOF OF USE

35 - Retail Store Services Featuring Duty-Free Goods

PANAMA 52505.010100.20 7/10/02 122027 PE  
NDING 35  
1/10/04 STATUS CHECK

35 - Retail Store Services Featuring Duty-Free Goods

PARAGUAY 52505.010100.21 4/24/02 9324 12/12/02 253368 R  
EGISTERED 35  
12/12/12 RENEWAL

35 - Retail Store Services Featuring Duty-Free Goods

Trademark Report by Mark						Page
3						
COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	ST
ATUS	CLASSES					
<i>Next Action Due</i>						
<i>DUTY FREE AMERICAS continued...</i>						
PERU	52505.010100.22	5/23/02	152780-2002	12/6/02	00031168	
REGISTERED	35					
<i>12/6/12 RENEWAL</i>						
35 - Retail Store Services Featuring Duty-Free Goods						
TRINIDAD & TOBAGO			52505.010100.26	7/9/02		
33601	PENDING		35			
<i>11/6/03 STATUS CHECK</i>						
35 - Retail Store Services Featuring Duty-Free Goods						
TURKS & CAICOS	52505.010100.30		n/a	1/23/03	13,029	
REGISTERED	35					
<i>1/23/17 RENEWAL</i>						
35 - Retail Store Services Featuring Duty-Free Goods						
UNITED KINGDOM	52505.010100.34	1/22/03	2321370			
PENDING	35					
<i>10/8/03 RESPONSE TO OA</i>						
35 - The bringing together, for the benefit of others, of a range of goods to enable customers to view and purchase those goods in a duty free shop						
UNITED STATES	52505.010100	10/18/01	76/327,021			
PENDING	35					
<i>7/28/04 STATUS CHECK</i>						
35 - Retail Store Services Featuring Duty-Free Goods						
URUGUAY	52505.010100.23	5/27/02	341.219			
NDING	35					PE
<i>11/27/03 STATUS CHECK</i>						
35 - Retail Store Services Featuring Duty-Free Goods						
VENEZUELA	52505.010100.24	5/30/02	2002-008029			
PENDING	35					
<i>1/21/04 STATUS CHECK</i>						
35 - Retail Store Services Featuring Duty-Free Goods						
UETA						

UNITED STATES 52505.010100.33 10/1/02 76/454,102  
ALLOWED 35

2/5/04 *FILE ITU EXTENSION OR*  
2/5/04 *STATEMENT OF USE*

35 - Retail store services featuring duty free goods, namely fragrances, cosmetics, and bath and body products, namely perfumes, colognes, facial treatments, makeup, lotions, powders, oils, soaps, deodorants, and hair, nail and skincare products; tobacco products, including but not limited to cigarettes (both imported and domestic), cigars, pipes, pipe tobacco, chewing tobacco, and smokers' articles, namely, lighters, matches, cigar utensils, namely, humidors, clippers, cigar cases and ashtrays; alcoholic beverages, namely, liquors (imported and domestic), mixers, beer, wine, champagne, liqueurs, and pre-mixed liquor drinks; food, confection and beverage products, namely chips, cookies, assorted nuts, chocolates, hard candy, chewing gum, assorted snack seeds, soft drinks, juices, water, hydration drinks and energy drinks; gourmet and specialty packaged food products, including but not limited to smoked fish, caviar, mussels, sardines and eel; apparel accessories, namely, belts, arves, ties, hats and gloves; fashion eyewear, sunglasses and athletic-oriented eyewear; purses and handbags; small leather goods, namely, wallets and briefcases; watches and clocks; jewelry; writing instruments; crystal gift items; novelty gifts and souvenirs, namely, plush toys, playing cards, magic tricks, key chains, drinking mugs, postcards, t-shirts and sweatshirts; electronics, cameras, calculators, computers, batteries and music; and travel-related products, namely, luggage, backpacks, duffel bags, shoulder bags, waist packs, money belts, toiletry kits, locks, tags, straps, converters and inflight comfort items.

#### WORLD NEWS

UNITED STATES 52505.010100 Awaiting filing receipt  
SUBMITTED 35

Retail store services featuring magazines, newspapers, books, souvenirs, greeting cards, chocolate, candy, chewing gum, tobacco products, smokers articles and consumer gift products.

#### WORLD NEWS & GIFTS

UNITED STATES 52505.010100 Awaiting filing receipt  
SUBMITTED 35

Retail store services featuring magazines, newspapers, books, souvenirs, greeting cards, chocolate, candy, chewing gum, tobacco products, smokers articles and consumer gift products in International Class 35.

**SCHEDULE 1****BORROWERS**

Name	State of Incorporation
AMMEX Tax & Duty Free Shops, Inc.	Delaware corporation
AMMEX Tax & Duty Free Shops West, Inc.	Maryland corporation
AMMEX Warehouse Company, Inc.	Maine corporation
Boston Duty Free, Inc.	Florida corporation
Duty Free Americas, Inc.	Maryland corporation
Duty Free Americas (Baltimore-Washington), Inc.	Maryland corporation
Duty Free Americas (Virginia), Inc.	Virginia corporation
International Duty Free Stores Company	Texas corporation
UETA, Inc.	Delaware corporation
UETA of Arizona, Inc.	Arizona corporation
UETA of California, Inc.	California corporation
UETA Continental, LLC	Texas limited liability company
UETA of Delaware, Inc.	Delaware corporation
UETA of Texas, Inc.	Delaware corporation
World Duty Free Airports, Inc.	Maryland corporation
World Duty Free Airports (Midwest), Inc.	Delaware corporation